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UNITED STATES OF AMERICA

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

JUL 28 2004

at 8 o'clock and 45 min P.M.
WALTER A.Y.H. CHINN, CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

UNITED STATES OF AMERICA,)
)
Plaintiff,)

vs.)

MICHAEL FURUKAWA, (01))
WESLEY UEMURA, (02))
DENNIS HIROKAWA, (03))
RICHARD OKADA, (04))

Defendants.)
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)
)
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CR. NO. 04-00243 DAE

SUPERSEDING INDICTMENT

18 U.S.C. § 371 - Conspiracy
18 U.S.C. § 1341 - Mail Fraud

SUPERSEDING INDICTMENT

The Grand Jury charges that:

COUNT 1:
(18 U.S.C. § 371 - Conspiracy)

I. BACKGROUND

1. At all times material to this Superseding Indictment and as set forth herein:

a. Defendant MICHAEL FURUKAWA was a resident of the County of Honolulu, State of Hawaii.

b. Defendant WESLEY UEMURA was a resident of the County of Honolulu, State of Hawaii.

c. Defendant DENNIS HIROKAWA was the Maintenance Superintendent for the Hawaii Department of Transportation, Oahu Airport District.

d. Defendant RICHARD OKADA was the Director of the Visitor Information Program for the Hawaii Department of Transportation, Honolulu International Airport.

e. MF Masonry, Inc., was incorporated in Hawaii on March 18, 1983, with Defendant MICHAEL FURUKAWA as its President.

f. Argent Construction, Inc., was incorporated in Hawaii on November 16, 1998, with defendant MICHAEL FURUKAWA as its President.

g. The Kenlee LLC, was incorporated in Hawaii on February 16, 1999, with defendant MICHAEL FURUKAWA as a corporate officer.

h. Wes' Contracting, Inc., was incorporated in Hawaii on July 18, 1986, with defendant WESLEY UEMURA as its President.

i. Hammer Jammers, Inc., was incorporated in Hawaii on November 16, 1998, with defendant WESLEY UEMURA as its President.

j. Gothic Builders, Inc., was incorporated in Hawaii on January 8, 1991, with defendants MICHAEL FURUKAWA and WESLEY UEMURA as President and Vice-President, owning 49% and 51% of the stock, respectively.

k. "R.L.," an unindicted co-conspirator, was an employee of the Hawaii Department of Transportation, Oahu Airport District.

l. "H.S.," an unindicted co-conspirator, was an employee of the Hawaii Department of Transportation, Oahu Airport District.

m. "A.I.," an unindicted co-conspirator, was a resident of the County of Honolulu, State of Hawaii.

n. "B.S.," an unindicted co-conspirator, was a resident of the County of Honolulu, State of Hawaii.

2. Defendants MICHAEL FURUKAWA and WESLEY UEMURA, through businesses owned and operated by them, including MF Masonry, Argent Construction, KenLee, Gothic Construction, Wes' Contracting, and Hammer Jammers, performed maintenance, repair, and construction work for the State of Hawaii at the Honolulu International Airport, with nearly all the contracts for such work falling within the procurement provisions for purchase contracts under \$25,000.

3. From July 1, 1998 to June 30, 2001, the appropriate process for the issuance of maintenance and repair contracts on the grounds or facilities of the Honolulu International Airport for a cost of less than \$25,000 was supposed to be as follows:

a. Maintenance or repair projects were most commonly initiated by way of a "Trouble Call" form (hereinafter referred to as a "TC") which described the nature and location of the problem, and to which photographs were often attached.

b. TC's were ordinarily routed to the Maintenance Superintendent at the Honolulu International Airport, who determined whether the maintenance or repair project should be resolved by the in-house maintenance staff workers employed by the State of Hawaii Department of Transportation at the Honolulu International Airport, or was more appropriately handled by a private contractor or vendor.

c. If, after review of the project - sometimes including consultation with the in-house maintenance supervisors - it was determined that the project was beyond the scope or abilities of the in-house maintenance staff, the Maintenance Superintendent referred the TC to the Oahu Maintenance Engineer at the Honolulu International Airport (hereinafter referred to as "OME") for solicitation of quotes from private contractors or vendors pursuant to the rules and regulations governing procurement of such services.

4. Pursuant to the Hawaii Revised Statutes, and the regulations and policies of the state agencies involved in the administration of public finances expenditures, a contract for the purchase of construction services for a cost of less than \$25,000 - a "small purchase contract" (SPC) - is awarded through the following process:

a. A State of Hawaii contracting official (hereinafter "contracting official") solicits at least three quotes in relation to the scope of work determined to be necessary by the contracting official.

b. The contracting official identifies the lowest quote and submits a Purchase Requisition for approval.

c. If approved, a Requisition and Purchase Order is issued authorizing the purchase of construction services in accord with the Purchase Requisition.

d. A notice is issued to the vendor or contractor that submitted the lowest bid, authorizing the commencement of work.

e. Following the satisfactory completion of the work called for in the Requisition and Purchase Order, the vendor or contractor submits an invoice to initiate the payment process.

f. Upon approval of the invoice by the contracting official indicating satisfactory completion of the project, the invoice is submitted for the processing of payment by the Department of Accounting and General Services.

g. The Department of Accounting and General Services issues payment, referred to as a "Warrant", along with a Summary Warrant Voucher, which sets forth the Purchase Order number, vendor number, warrant amount, and "Warrant Routing Indicator" ("WRI") which reflects the manner in which the Warrant was delivered to the vendor or contractor - by mail or otherwise.

II. THE CONSPIRACY

5. From a precise date unknown to the Grand Jury, but by on or about July 1, 1997, and continuing to on or about June 30, 2001, in the District of Hawaii and elsewhere, the Defendants, MICHAEL FURUKAWA, WESLEY UEMURA, DENNIS HIROKAWA and RICHARD OKADA did willfully and knowingly conspire with each other and with others persons both known and unknown to the Grand Jury to commit an offense against the United States, that is,

knowingly to devise, and intending to devise, a scheme and artifice to defraud and to obtain money from the State of Hawaii by means of materially false and fraudulent pretenses, representations and promises, as well as omissions of material facts, and for the purpose of executing the scheme and artifice, and attempting to do so, to cause certain items to be delivered by United States mail, in violation of Title 18, United States Code, section 1341.

III. MANNER AND MEANS BY WHICH THE CONSPIRACY WAS CARRIED OUT

6. In the process of obtaining quotes for "small purchase contracts" for maintenance, repair and construction work, Defendant HIROKAWA bypassed established contracting procedures by directing OME personnel to contact only one contractor - not three as required governing procedures - for the purpose of obtaining quotes for TCs.

7. Defendant HIROKAWA regularly directed OME personnel to contact one of six companies owned and operated by Defendants FURUKAWA and UEMURA - MF Masonry, Argent Construction, KenLee LLC, Gothic Builders, Wes' Constracting, or Hammer Jammers - for the purpose of obtaining a quote for TCs.

8. Upon receiving a request to submit a quote for a maintenance, repair, or construction project from the OME, Defendants FURUKAWA and UEMURA submitted, or caused to be submitted, not only a quote on behalf of the company designated

by defendant HIROKAWA, but they also submitted, or arranged to be submitted, two additional quotes in the name of other companies to create the appearance that three quotes were obtained by OME in relation to the TC. These additional two quotes were often referred to as "complimentary bids," and the OME personnel understood that they were to accept these two "complimentary bids" in lieu of soliciting quotes from two additional vendors or contractors.

9. Defendants FURUKAWA and UEMURA submitted, or caused to be submitted, "complimentary bid" quotes usually in the names of, and on the letterhead of five companies in which they had no ownership or control, and referred to herein as SEI, BBI, HCI, TTI, and BUI.

10. In some instances the "complimentary bids" were prepared by Defendants FURUKAWA and UEMURA using blank quote forms bearing the letterhead of the other companies. In other instances the owners of other companies provided "complimentary bids" without the intention of bidding competitively.

11. On some occasions a company owned by FURUKAWA would provide, or cause to be provided, a "complimentary bid" on a project that defendant HIROKAWA had designated be awarded to a company owned by UEMURA. On other occasions, a company owned by UEMURA would provide, or cause to be provided, a "complimentary

bid" on a project that defendant HIROKAWA had designated be awarded to a company owned by FURUKAWA.

12. In each instance set forth in this indictment, the quote provided by Defendants FURUKAWA and UEMURA on behalf of the company first specified by defendant HIROKAWA was lower than the "complimentary bids" submitted, or caused to be submitted, by Defendants FURUKAWA and UEMURA in the names of other companies.

13. Through the submission and acceptance of such "complimentary bids" there was no actual competition for the award of the contract for the maintenance, repair, or construction work described in the TC. The contracts awarded to companies owned and/or controlled by Defendants FURUKAWA and UEMURA, as well as the invoices submitted by those companies for payment, were falsely and fraudulently inflated above a fair and reasonable value for the work allegedly performed.

14. Following completion of the maintenance, repair, or construction project for which the contract was awarded, Defendants FURUKAWA and UEMURA caused payment to be mailed to their respective company(s) by submitting, or causing to be submitted, false and fraudulent inflated invoices in relation to the maintenance, repair, or construction project.

15. On many contracts awarded to UEMURA's companies Wes' Contracting and Hammer Jammers in fiscal year 1999, UEMURA issued or caused to be issued a payment to one of FURUKAWA's

companies, with a notation written on the check that it was for work as a "subcontractor" on a specific project at the airport, identified by the Purchase Order number assigned by the OME to that particular project. The amount of these "subcontractor" payments was in almost all instances between \$700 and \$850.

16. A.I. performed repair and maintenance work at the Honolulu International Airport pursuant to contracts issued to his company by OME at the direction of Defendant HIROKAWA. Defendant FURUKAWA first explained to A.I. that in addition to submitting his own bid, A.I. also needed to submit bids from two additional contractors in order to satisfy the three bid requirement under state procurement laws.

17. In return for receiving such contracts, A.I. treated defendant HIROKAWA, and others accompanying HIROKAWA, to lunches at various restaurants in and around Honolulu over a period of several years beginning in 1992. A.I. paid for such meals approximately once a month.

18. Additionally, during the period 1998 to 2000, A.I. had food delivered to the offices of the OME for lunch, as well as for special events like office parties.

19. During the time period of the conspiracy defendant OKADA told A.I. that A.I. was to pay defendant HIROKAWA \$500 for each repair and maintenance contract given to A.I.'s company by the OME.

20. A.I. paid \$500 per contract directly to defendant HIROKAWA for a period of several months, after which A.I. began giving the \$500 payments to defendant OKADA with the request that OKADA provide the payment to defendant HIROKAWA. Later during the time period of the conspiracy the payment arrangement was changed to monthly payments of \$2000 from A.I to defendant OKADA, who was expected to pass them on to defendant HIROKAWA.

21. A.I. made the contract kickbacks to defendant HIROKAWA for a period of approximately two years, ending in late 1999 or early 2000.

22. In addition to the contract kickbacks paid to defendant HIROKAWA, A.I. made two larger payments to defendant OKADA during the time period of the conspiracy. Defendant OKADA specified that the payments were to be approximately \$20,000, and explained the money would be used to make political contributions.

23. During the period A.I. was paying such kickbacks, A.I. was told by defendant OKADA that the bids he was submitting for airport maintenance and repair projects were too low, and that he should increase his prices. Defendant OKADA told A.I. that his bids should be high enough to cover the expenses of making the kickback payments to defendant HIROKAWA, and also to cover the increased taxes incurred by A.I. from the excess profits he was realizing.

24. During the course of the conspiracy Defendant OKADA often gave A.I. receipts for the purchase of food and beverages, and asked A.I. to reimburse defendant OKADA for the expenses. Defendant OKADA also directed A.I. to purchase gift certificates and merchandise from restaurants and retailers to be given away at various events.

25. B.S. performed repair and maintenance work at the Honolulu International Airport pursuant to contracts issued to his company by OME at the direction of Defendant HIROKAWA.

26. B.S. submitted "complimentary bids" on the letterhead of the same two contractors on each airport project for which he was issued a contract during the 1999 and 2000 fiscal years.

27. During the time period of the conspiracy, defendants OKADA, FURUKAWA, and UEMURA, along with A.I. and B.S., attended a meeting at the airport. Defendant OKADA told FURUKAWA, UEMURA, A.I. and B.S. they should form new companies in order to receive additional airport repair and maintenance projects without drawing attention to the fact that only a few contractors received a large percentage of such contracts.

28. During the time period of the conspiracy, defendant OKADA told the maintenance inspectors working at OME that they should write no fewer than ten TCs a week to address maintenance problems at the airport.

29. During the time period of the conspiracy, following the public disclosure in the press of the Hawaii Attorney General Office's investigation of the small purchase maintenance contracts at the airport, defendants FURUKAWA, UEMURA, HIROKAWA, and OKADA, as well as A.I. and B.S., met at FURUKAWA's residence to discuss the investigation. During this meeting Defendant FURUKAWA stated that no one should admit to making cash payments in connection with receiving airport contracts.

30. Approximately one week after the meeting at Defendant FURUKAWA's residence, another meeting was held at the residence of Defendant OKADA, and attended by defendants FURUKAWA, UEMURA, HIROKAWA, and OKADA, as well as A.I. and B.S. During this meeting Defendant OKADA stated that he was going to contact individuals with political influence to inquire about getting the law enforcement investigation stopped.

III. OVERT ACTS

31. In furtherance of the conspiracy and to achieve the objects thereof, the Defendants committed overt acts in the District of Hawaii, including, but not limited to, the following:

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Overt Act 1 - In re: TC No. 49384; Warrant No. S0086378

a. On or about January 22, 1999, defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49384.

b. On or about February 1, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of MF Masonry for work in relation to TC No. 49384.

c. On or about February 1, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of BUI and HCI in relation to TC No. 49384.

d. On or about February 10, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from MF Masonry for work allegedly performed pursuant to TC No. 49384.

e. As a result of submitting the invoice on February 10, 1999, Defendant FURUKAWA caused Warrant No. S0086378, in the amount of \$8,965 to be mailed to MF Masonry on or about March 2, 1999, by the State of Hawaii.

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Overt Act 2 - In re: TC No. 49385; Warrant No. S0088357

a. On or about January 25, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49385.

b. On or about January 27, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Gothic Builders for work in relation to TC No. 49385.

c. On or about January 27, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of SEI and BUI in relation to TC No. 49385.

d. On or about February 23, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Gothic Builders for work allegedly performed pursuant to TC No. 49385.

e. As a result of submitting the invoice on February 23, 1999, Defendant FURUKAWA caused Warrant No. S0088357, in the amount of \$9,390 to be mailed to Gothic Builders on or about March 9, 1999, by the State of Hawaii.

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Overt Act 3 - In re: TC No. 49397; Warrant No. S0086737

a. On or about January 28, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49397.

b. On or about February 9, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Argent Construction for work in relation to TC No. 49397.

c. On or about February 9, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of BUI and SEI in relation to TC No. 49397.

d. Also on or about February 18, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Argent Construction for work allegedly performed pursuant to TC No. 49397.

e. As a result of submitting the invoice on February 18, 1999, Defendant FURUKAWA caused Warrant No. S0086737, in the amount of \$9,469 to be mailed to Argent Construction on or about March 3, 1999, by the State of Hawaii.

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Overt Act 4 - In re: TC No. 49436; Warrant No. S0109965

a. On or about February 9, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49436.

b. On or about March 1, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of MF Masonry for work in relation to TC No. 49436.

c. On or about March 1, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of Hammer Jammers and TTI in relation to TC No. 49436.

d. On or about April 15, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from MF Masonry for work allegedly performed pursuant to TC No. 49436.

e. As a result of submitting the invoice on April 15, 1999, Defendant FURUKAWA caused Warrant No. S0109965, in the amount of \$7,765, to be mailed to MF Masonry on or about May 11, 1999, by the State of Hawaii.

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Overt Act 5 - In re: TC No. 49426; Warrant No. S0097327

a. On or about February 10, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49426.

b. On or about February 23, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Argent Construction for work in relation to TC No. 49426.

c. On or about February 23, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of SEI and HCI in relation to TC No. 49426.

d. On or about March 9, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Argent Construction for work allegedly performed pursuant to TC No. 49426.

e. As a result of submitting the invoice on March 9, 1999, Defendant FURUKAWA caused Warrant No. S0097327, in the amount of \$8,339 to be mailed to Argent Construction on or about April 1, 1999, by the State of Hawaii.

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Overt Act 6 - In re: TC No. 49612; Warrant No. S0003860

a. On or about March 4, 1999, Defendant HIROKAWA directed H.S. to contact Defendant UEMURA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49612.

b. On or about April 5, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Hammer Jammers for work in relation to TC No. 49612.

c. On or about April 5, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of MF Masonry and SEI in relation to TC No. 49612.

d. On or about June 17, 1999, Defendant UEMURA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Hammer Jammers for work allegedly performed pursuant to TC No. 49612.

e. As result of submitting the invoice on June 17, 1999, Defendant UEMURA caused Warrant No. S0003860, in the amount of \$7,795.00 to be mailed to Hammer Jammers on or about July 16, 1999, by the State of Hawaii.

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Overt Act 7 - In re: TC No. 49610; Warrant No. S0010296

a. On or about March 4, 1999, Defendant HIROKAWA directed H.S. to contact Defendant UEMURA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49610.

b. On or about March 29, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Hammer Jammers for work in relation to TC No. 49610.

c. On or about March 29, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of Argent Construction and TTI in relation to TC No. 49610.

d. On or about June 24, 1999, Defendant UEMURA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Hammer Jammers for work allegedly performed pursuant to TC No. 49610.

e. As a result of submitting the invoice on June 24, 1999, Defendant UEMURA caused Warrant No. S0010296, in the amount of \$8,365.00 to be mailed to Hammer Jammers on or about August 5, 1999, by the State of Hawaii.

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Overt Act 8 - In re: TC No. 49609, Warrant No. S0003852

a. On or about March 4, 1999, Defendant HIROKAWA directed H.S. to contact Defendant UEMURA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49609.

b. On or about April 12, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Wes' Contracting for work in relation to TC No. 49609.

c. On or about April 12, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of MF Masonry and HCI in relation to TC No. 49609.

d. On or about June 17, 1999, Defendant UEMURA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Wes' Contracting for allegedly work performed pursuant to TC No. 49609.

e. As a result of submitting the invoice on June 17, 1999, Defendant UEMURA caused Warrant No. S0003852, in the amount of \$8,670.00 to be mailed to Wes' Contracting on or about July 16, 1999, by the State of Hawaii.

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Overt Act 9 - In re: TC No. 49626; Warrant No. S0123578

a. On or about March 5, 1999, Defendant HIROKAWA directed H.S. to contact Defendant UEMURA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49626.

b. On or about May 10, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Wes' Contracting for work in relation to TC No. 49626.

c. On or about May 10, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of MF Masonry and TTI in relation to TC No. 49626.

d. On or about June 3, 1999, Defendant UEMURA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Wes' Contracting for work allegedly performed pursuant to TC No. 49626.

e. As a result of submitting the invoice on June 3, 1999, Defendant UEMURA caused Warrant No. 0123578, in the amount of \$9,680.00 to be mailed to Wes' Contracting on or about June 23, 1999, by the State of Hawaii.

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Overt Act 10 - In re: TC No. 49628, Warrant No. S0122320

a. On or about March 8, 1999, Defendant HIROKAWA directed H.S. to contact Defendant UEMURA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49628.

b. On or about March 30, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Hammer Jammers for work in relation to TC No. 49628.

c. On or about March 30, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of BUI and HCI in relation to TC No. 49628.

d. On or about May 27, 1999, Defendant UEMURA submitted or caused to be submitted to the Airport OME, a fraudulently inflated invoice from Hammer Jammers for work allegedly performed pursuant to TC No. 49628.

e. By submitting the invoice on May 27, 1999, Defendant UEMURA caused Warrant No. S0122320, in the amount of \$9,675.00, to be mailed to Hammer Jammers on or about June 18, 1999, by the State of Hawaii.

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Overt Act 11 - In re: TC No. 49637; Warrant No. S0113074

a. On or about March 10, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49637.

b. On or about March 30, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Gothic Builders for work in relation to TC No. 49637.

c. On or about March 30, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of HCI and BUI in relation to TC No. 49637.

d. On or about May 4, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Gothic Builders for work allegedly performed pursuant to TC No. 49637.

e. As a result of submitting the invoice on May 4, 1999, Defendant FURUKAWA caused Warrant No. S0113074, in the amount of \$8,670 to be mailed to Gothic Builders on or about May 24, 1999, by the State of Hawaii.

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Overt Act 12 - In Re: TC No. 49638; Warrant No. S0117291

a. On or about March 10, 1999, Defendant HIROKAWA directed H.S. to contact Defendant UEMURA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49638.

b. On or about April 13, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Wes' Contracting for work in relation to TC No. 49638.

c. On or about April 13, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of BBI and BUI in relation to TC No. 49638.

d. On or about May 4, 1999, Defendant UEMURA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Wes' Contracting for work allegedly performed pursuant to TC No. 49638.

e. As a result of submitting the invoice on May 4, 1999, Defendant UEMURA caused Warrant No. S0117291 in the amount of \$9,590.00 to be mailed to Wes' Contracting on or about June 2, 1999, by the State of Hawaii.

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Overt Act 13 - In re: TC No. 49634; Warrant No. S0013939

a. On or about March 22, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49634.

b. On or about May 18, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of MF Masonry for work in relation to TC No. 49634.

c. On or about May 18, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of BUI and HCI in relation to TC No. 49634.

d. On or about June 17, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from MF Masonry for work allegedly performed pursuant to TC No. 49634.

e. As a result of submitting the invoice on June 17, 1999, Defendant FURUKAWA caused Warrant No. S0013939, in the amount of \$9,685, to be mailed to MF Masonry on or about August 16, 1999, by the State of Hawaii.

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Overt Act 14 - In re: TC No. 49599; Warrant No. S0109978

a. On or about March 23, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49599.

b. On or about April 6, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Gothic Builders for work in relation to TC No. 49599.

c. On or about April 6, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of BBI and SEI in relation to TC No. 49599.

d. On or about April 22, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Gothic Builders for work allegedly performed pursuant to TC No. 49599.

e. As a result of submitting the invoice on April 22, 1999, Defendant FURUKAWA caused Warrant No. S0109978, in the amount of \$16,460, to be mailed to Gothic Builders on or about May 11, 1999, by the State of Hawaii.

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Overt Act 15 - In re: TC No. 49729; Warrant No. S0123567

a. On or about March 23, 1999, Defendant HIROKAWA directed H.S. to contact Defendant UEMURA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49729.

b. On or about April 12, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Hammer Jammers for work in relation to TC No. 49729.

c. On or about April 12, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of Argent Construction and HCI in relation to TC No. 49729.

d. On or about June 3, 1999, Defendant UEMURA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Hammer Jammers for work allegedly performed pursuant to TC No. 49729.

e. By submitting the invoice on June 3, 1999, Defendant UEMURA caused Warrant No. S0123567, in the amount of \$9,265, to be mailed to Hammer Jammers on or about June 23, 1999, by the State of Hawaii.

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Overt Act 16 - In re: TC No. 49649; Warrant No. S0112990

a. On or about April 5, 1999, Defendant HIROKAWA directed H.S. to contact Defendant UEMURA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49649.

b. On or about April 19, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Hammer Jammers for work in relation to TC No. 49649.

c. On or about April 19, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of MF Masonry and TTI in relation to TC No. 49649.

d. On or about April 29, 1999, Defendant UEMURA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Hammer Jammers for work allegedly performed pursuant to TC 49649.

e. By submitting the invoice on April 29 1999, Defendant UEMURA caused Warrant No. S0112990, in the amount of \$8,495.00, to be mailed to Hammer Jammers on or about May 24, 1999, by the State of Hawaii.

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Overt Act 17 - In re: TC No. 49774; Warrant No. S0011621

a. On or about April 5, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49774.

b. On or about May 24, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of MF Masonry in relation to TC No. 49774.

c. On or about May 24, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of Wes' Contracting and SEI in relation to TC No. 49774.

d. On or about June 17, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from MF Masonry for work allegedly performed pursuant to TC No. 49774.

e. As a result of submitting the invoice on June 17, 1999, Defendant FURUKAWA caused Warrant No. S0011621, in the amount of \$8,755 to be mailed to MF Masonry on or about August 10, 1999, by the State of Hawaii.

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Overt Act 18 - In re: TC No. 49777; Warrant No. S0014534

a. On or about April 7, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49777.

b. On or about June 7, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of MF Masonry for work in relation to TC No. 49777.

c. On or about June 7, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of Wes' Contracting and TTI in relation to TC No. 49777.

d. On or about July 29, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from MF Masonry for work allegedly performed pursuant to TC No. 49777.

e. As a result of submitting the invoice on July 29, 1999, Defendant FURUKAWA caused Warrant No. S0014534, in the amount of \$9,485 to be mailed to MF Masonry on or about August 18, 1999, by the State of Hawaii.

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Overt Act 19 - In re: TC No. 49779; Warrant No. S0010075

a. On or about April 7, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49779.

b. On or about May 17, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Argent Construction for work in relation to TC No. 49779.

c. On or about May 17, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of Wes' Contracting and TTI in relation to TC No. 49779.

d. On or about July 5, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Argent Construction for work allegedly performed pursuant to TC No. 49779.

e. As a result of submitting the invoice on July 5, 1999, Defendant FURUKAWA caused Warrant No. S0010075, in the amount of \$9,469, to be mailed to Argent Construction on or about August 4, 1999, by the State of Hawaii.

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Overt Act 20 - In re: TC No. 49843; Warrant No. S0010836

a. On or about April 13, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49843.

b. On or about June 15, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of MF Masonry for work in relation to TC No. 49843.

c. On or about June 15, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of TTI and SEI in relation to TC No. 49843.

d. On or about July 8, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from MF Masonry for work allegedly performed pursuant to TC No. 49843.

e. As a result of submitting the invoice on July 8, 1999, Defendant FURUKAWA caused Warrant No. S0010836, in the amount of \$8,745, to be mailed to MF Masonry on or about August 6, 1999, by the State of Hawaii.

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Overt Act 21 - In re: TC No. 49852; Warrant No. S0008257

a. On or about April 19, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49852.

b. On or about May 25, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Argent Construction for work in relation to TC No. 49852.

c. On or about May 25, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of TTI and BBI in relation to TC No. 49852.

d. On or about June 23, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Argent Construction for work allegedly performed pursuant to TC No. 49852.

e. As a result of submitting the invoice on June 23, 1999, Defendant FURUKAWA caused Warrant No. S0008257, in the amount of \$8,859, to be mailed to Argent Construction on or about July 30, 1999, by the State of Hawaii.

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Overt Act 22 - In re: TC No. 49849, Warrant No. S0003866

a. On or about April 19, 1999, Defendant HIROKAWA directed H.S. to contact Defendant UEMURA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49849.

b. On or about June 1, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Wes' Contracting for work in relation to TC No. 49849.

c. On or about June 1, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of TTI and BBI in relation to TC No. 49849.

d. On or about June 17, 1999, Defendant UEMURA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Wes' Contracting for work performed pursuant to TC No. 49849.

e. As a result of submitting the invoice on June 17, 1999, Defendant UEMURA caused Warrant No. S0003866, in the amount of \$8,760.00, to be mailed to Wes' Contracting on or about July 16, 1999, by the State of Hawaii.

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Overt Act 23 - In re: TC No. 49851; Warrant No. S0009291

a. On or about April 19, 1999, Defendant HIROKAWA directed HS to contact Defendant UEMURA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49851.

b. On or about May 17, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Hammer Jammers for work in relation to TC No. 49851.

c. On or about May 17, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of MF Masonry and BUI in relation to TC 49581.

d. On or about June 17, 1999, Defendant UEMURA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Hammer Jammers for work performed pursuant to TC No. 49851.

e. As a result of submitting the invoice on June 17, 1999, Defendant UEMURA caused Warrant No. S0009291, in the amount of \$8,665.00, to be mailed to Hammer Jammers on or about August 2, 1999, by the State of Hawaii.

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Overt Act 24 - In re: TC No. 49850; Warrant No. S0010295

a. On or about April 19, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49850.

b. On or about May 17, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Gothic Builders for work in relation to TC No. 49850.

c. On or about May 17, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of BUI and HCI in relation to TC No. 49850.

d. On or about June 29, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Gothic Builders for work allegedly performed pursuant to TC No. 49850.

e. As a result of submitting the invoice on June 29, 1999, Defendant FURUKAWA caused Warrant No. S0010295, in the amount of \$7,950, to be mailed to Gothic Builders on or about August 5, 1999, by the State of Hawaii.

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Overt Act 25 - In re: TC No. 49857; Warrant No. S0009285

a. On or about April 20, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49857.

b. On or about June 1, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Argent Construction for work in relation to TC No. 49857.

c. On or about June 1, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of Wes' Contracting and BUI in relation to TC No. 49857.

d. On or about June 23, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Argent Construction for work allegedly performed pursuant to TC No. 49857.

e. As a result of submitting the invoice on June 23, 1999, Defendant FURUKAWA caused Warrant No. S0009285, in the amount of \$9,679, to be mailed to Argent Construction on or about August 2, 1999, by the State of Hawaii.

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Overt Act 26 - In re: TC No. 49856; Warrant No. S0008263

a. On or about April 20, 1999, Defendant HIROKAWA directed H.S. to contact Defendant UEMURA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49856.

b. On or about May 18, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Hammer Jammers for work in relation to TC No. 49856.

c. On or about May 18, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of TTI and BBI in relation to TC No. 49856.

d. On or about June 24, 1999, Defendant UEMURA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Hammer Jammers for work performed pursuant to TC No. 49856.

e. As a result of submitting the invoice on June 24, 1999, Defendant UEMURA caused Warrant No. S0008263, in the amount of \$9,475.00 to be mailed to Hammer Jammers on or about July 30, 1999, by the State of Hawaii.

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Overt Act 27 - In re: TC No. 49879; Warrant No. S0003850

a. On or about April 28, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49879.

b. On or about May 24, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Gothic Builders for work in relation to TC No. 49879.

c. On or about May 24, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of BUI and HCI in relation to TC No. 49879.

d. On or about June 16, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Gothic Builders for work allegedly performed pursuant to TC No. 49879.

e. As a result of submitting the invoice on June 16, 1999, Defendant FURUKAWA caused Warrant No. S0003850, in the amount of \$9,480, to be mailed to Gothic Builders on or about July 16, 1999, by the State of Hawaii.

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Overt Act 28 - In re: TC No. 49881; Warrant No. S0000176

a. On or about April 28, 1999, Defendant HIROKAWA directed H.S. to contact Defendant UEMURA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49881.

b. On or about May 25, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Hammer Jammers for work in relation to TC No. 49881.

c. On or about May 25, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of SEI and BUI in relation to TC 49881.

d. On or about June 10, 1999, Defendant UEMURA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Hammer Jammers for work allegedly performed pursuant to TC 49881.

e. As a result of submitting the invoice on June 10, 1999, Defendant UEMURA caused Warrant No. S0000176, in the amount of \$9,256.00 to be mailed to Hammer Jammers on or about July 1, 1999, by the State of Hawaii.

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Overt Act 29 - In re: TC No. 49897; Warrant No. S0011396

a. On or about May 4, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49897.

b. On or about June 8, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Argent Construction for work in relation to TC No. 49897.

c. On or about June 8, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of TTI and BBI in relation to TC No. 49897.

d. On or about July 13, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Argent Construction for work allegedly performed pursuant to TC No. 49897.

e. As a result of submitting the invoice on July 13, 1999, Defendant FURUKAWA caused Warrant No. S0011396, in the amount of \$9,289, to be mailed to Argent Construction on or about August 9, 1999, by the State of Hawaii.

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Overt Act 30 - In re: TC No. 101112; Warrant No. S0008287

a. On or about May 10, 1999, Defendant HIROKAWA directed H.S. to contact Defendant UEMURA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 101112.

b. On or about June 8, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Hammer Jammers for work in relation to TC No. 101112.

c. On or about June 8, 1999, Defendant UEMURA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of SEI and BUI in relation to TC 101112.

d. On or about June 17, 1999, Defendant UEMURA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Hammer Jammers for work allegedly performed pursuant to TC 101112.

e. As a result of submitting the invoice on June 17, 1999, Defendant UEMURA caused Warrant No. S0008287, in the amount of \$9,445.00, to be mailed to Hammer Jammers on or about July 30, 1999, by the State of Hawaii.

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Overt Act 31 - In re: TC No. 101110; Warrant No. S0010079

a. On or about May 11, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 101110.

b. On or about June 8, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of KenLee LLC for work in relation to TC No. 101110.

c. On or about June 8, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of BUI and HCI in relation to TC No. 101110.

d. On or about July 6, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from KenLee LLC for work allegedly performed pursuant to TC No. 101110.

e. As a result of submitting the invoice on July 6, 1999, Defendant FURUKAWA caused Warrant No. S0010079, in the amount of \$9,400, to be mailed to KenLee LLC on or about August 4, 1999, by the State of Hawaii.

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Overt Act 32 - In re: TC No. 49854; Warrant No. S0009290

a. On or about April 19, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 49854.

b. On or about May 17, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Gothic Builders for work in relation to TC No. 49854.

c. On or about May 17, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of BBI and SEI in relation to TC No. 49854.

d. On or about June 21, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Gothic Builders for work allegedly performed pursuant to TC No. 49854.

e. As a result of submitting the invoice on June 21, 1999, Defendant FURUKAWA caused Warrant No. S0009290, in the amount of \$9,670 to be mailed to Gothic Builders on or about August 2, 1999, by the State of Hawaii.

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Overt Act 33 - In re: TC No. 101141; Warrant No. S0010960

a. On or about May 19, 1999, Defendant HIROKAWA directed H.S. to contact Defendant FURUKAWA for the purpose of soliciting a contract proposal for repair work in relation to TC No. 101141.

b. On or about June 21, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME a fraudulently inflated contract proposal on behalf of Argent Construction for work in relation to TC No. 101141.

c. On or about June 21, 1999, Defendant FURUKAWA delivered or caused to be delivered to the Airport OME false and fraudulent contract proposals in the names of BBI and TTI in relation to TC No. 101141.

d. On or about July 15, 1999, Defendant FURUKAWA submitted or caused to be submitted to the Airport OME a fraudulently inflated invoice from Argent Construction for work allegedly performed pursuant to TC No. 101141.

e. As a result of submitting the invoice on July 15, 1999, Defendant FURUKAWA caused Warrant No. S0010960, in the amount of \$8,849, to be mailed to Argent Construction on or about August 6, 1999, by the State of Hawaii.

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Overt Act 34:

In approximately the fall of 1998, Defendant OKADA instructed Defendants FURUKAWA and UEMURA, and A.I. and B.S., to form new companies in order to receive additional small purchase construction, maintenance, and repair contracts at the Honolulu International Airport.

Overt Act 35:

In or around approximately February, 1999, Defendant HIROKAWA provided H.S. with the questions and answers for a promotional board interview that H.S. was to undergo as part of his application to become the Supervisory Inspector in the office of OME at the Honolulu International Airport.

Overt Act 36:

In or about approximately March, 1998, A.I. made a kickback payment of \$20,000 to defendant OKADA in order to continue receiving repair and maintenance contracts from the office of OME at the Honolulu International Airport.

Overt Act 37:

In or about approximately March, 1999, A.I. made a kickback payment of \$20,000 to defendant OKADA in order to continue receiving repair and maintenance contracts from the office of OME at the Honolulu International Airport.

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Overt Act 38:

Defendant OKADA told A.I. that the quotes he was submitting for work on airport maintenance and repair projects were too low, that he should increase the prices he was charging, and that his quotes should be high enough to cover the costs of the kickbacks he paid to defendant HIROKAWA.

Overt Act 39:

In or about approximately May, 2001, Defendant FURUKAWA instructed Defendants UEMURA, HIROKAWA, and OKADA, as well as A.I. and B.S., to not admit to investigators for the Hawaii State Attorney General's Office that cash payments had been made by contractors to airport personnel in exchange for the contractors receiving contracts for repair and maintenance projects by the office of OME at the Honolulu International Airport.

Overt Act 40:

In or about approximately June, 2001, Defendant OKADA stated to Defendants FURUKAWA, UEMURA, and HIROKAWA, as well as to A.I. and B.S., that he would contact people with political influence in the State of Hawaii to inquire about getting the law enforcement investigation stopped.

All in violation of Title 18, United States Code, Section 371.

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COUNTS 2 THROUGH 49
(18 U.S.C. § 1341 - Mail Fraud)

THE SCHEME AND ARTIFICE TO DEFRAUD:

32. From a specific time unknown, but not later than on or about July 1, 1998, to on or about no earlier than June 30, 2001, in the District of Hawaii and elsewhere, Defendants MICHAEL FURUKAWA, WESLEY UEMURA, and DENNIS HIROKAWA, along with others both known and unknown to the grand jury, knowingly devised and intended to devise a scheme and artifice to defraud and a scheme and artifice for obtaining money from the State of Hawaii by means of material false and fraudulent pretenses, representations and promises, as well as omissions of material fact.

33. The Grand Jury hereby incorporates by reference paragraphs 1 through 4 and 6 through 31 of Count 1, as if set forth herein in their entirety.

THE MAILINGS

34. On or about the dates listed below, within the District of Hawaii, and elsewhere, for the purpose of carrying out the scheme and artifice to defraud, defendant MICHAEL FURUKAWA did knowingly cause to be delivered to the United States Postal Service the mail matter described below, to be placed in a post office and an authorized depository for mail matter to be sent and delivered by the United States Postal Service:

<u>COUNT</u>	<u>DATE MAILED</u>	<u>DESCRIPTION AND ADDRESSEE</u>
2	July 16, 1999	State of Hawaii Warrant No. S0003855 payable to Argent Construction, in the amount of \$7,679.
3	July 16, 1999	State of Hawaii Warrant No. S0003850 payable to Gothic Builders, Inc., in the amount of \$9,480.
4	July 30, 1999	State of Hawaii Warrant No. S0008257 payable to Argent Construction, Inc., in the amount of \$8,859.
5	August 2, 1999	State of Hawaii Warrant No. S0009290 payable to Gothic Builders, Inc., in the amount of \$9,670.
6	August 2, 1999	State of Hawaii Warrant No. S0009285 payable to Argent Construction, Inc., in the amount of \$9,679.
7	August 4, 1999	State of Hawaii Warrant No. S0010079 payable to KenLee LLC, in the amount of \$9,400.
8	August 4, 1999	State of Hawaii Warrant No. S0010075 payable to Argent Construction, Inc., in the amount of \$9,469.
9	August 5, 1999	State of Hawaii Warrant No. S0010446 payable to MF Masonry, Inc., in the amount of \$14,475.
10	August 5, 1999	State of Hawaii Warrant No. S0010295 payable to Gothic Builders, Inc., in the amount of \$7,950.
11	August 6, 1999	State of Hawaii Warrant No. S0010836 payable to MF Masonry, Inc., in the amount of \$8,745.
12	August 6, 1999	State of Hawaii Warrant No. S0010834 payable to KenLee LLC, in the amount of \$5,500.
13	August 6, 1999	State of Hawaii Warrant No. S0010969 payable to KenLee LLC, in the amount of \$7,900.

<u>COUNT</u>	<u>DATE MAILED</u>	<u>DESCRIPTION AND ADDRESSEE</u>
14	August 6, 1999	State of Hawaii Warrant No. S0010960 payable to Argent Construction, Inc., in the amount of \$8,849.
15	August 9, 1999	State of Hawaii Warrant No. S0011396 payable to Argent Construction, Inc., in the amount of \$9,289.
16	August 10, 1999	State of Hawaii Warrant No. S0011874 payable to MF Masonry, Inc., in the amount of \$9,395.
17	August 10, 1999	State of Hawaii Warrant No. S0011621 payable to MF Masonry, Inc., in the amount of \$8,755.
18	August 16, 1999	State of Hawaii Warrant No. S0013939 payable to MF Masonry, Inc., in the amount of \$9,685.
19	August 18, 1999	State of Hawaii Warrant No. S0014534 payable to MF Masonry, Inc., in the amount of \$9,485.

All in violation of Title 18, United States Code, Section 1341.

35. On or about the dates listed below, within the District of Hawaii, and elsewhere, for the purpose of carrying out the scheme and artifice to defraud, defendant WESLEY UEMURA did knowingly cause to be delivered to the United States Postal Service the mail matter described below, to be placed in a post office or an authorized depository for mail matter to be sent and delivered by the United States Postal Service:

<u>COUNT</u>	<u>DATE MAILED</u>	<u>DESCRIPTION AND ADDRESSEE</u>
20	July 1, 1999	State of Hawaii Warrant No. S0000176 payable to Hammer Jammers, Inc., in the amount of \$9,256.
21	July 16, 1999	State of Hawaii Warrant No. S0003852 payable to Wes' Contracting in the amount of \$8,670.
22	July 16, 1999	State of Hawaii Warrant No. S0003860 payable to Hammer Jammers, Inc., in the amount of \$7,795.
23	July 16, 1999	State of Hawaii Warrant No. S0003866 payable to Wes' Contracting in the amount of \$8,760.
24	July 30, 1999	State of Hawaii Warrant No. S0008263 payable to Hammer Jammers, Inc., in the amount of \$9,475.
25	July 30, 1999	State of Hawaii Warrant No. S0008274 payable to Wes' Contracting, in the amount of \$9,485.
26	July 30, 1999	State of Hawaii Warrant No. S0008287 payable to Hammer Jammers, Inc., in the amount of \$9,445.
27	July 30, 1999	State of Hawaii Warrant No. S0008292 payable to Wes' Contracting, in the amount of \$8,550.
28	August 2, 1999	State of Hawaii Warrant No. S0009298 payable to Wes' Contracting, in the amount of \$9,390.
29	August 2, 1999	State of Hawaii Warrant No. S0009291 payable to Wes' Contracting, in the amount of \$8,665.
30	August 4, 1999	State of Hawaii Warrant No. S0010081 payable to Wes' Contracting, in the amount of \$8,860.
31	August 5, 1999	State of Hawaii Warrant No. S0010296 payable to Hammer Jammers, Inc., in the amount of \$8,365.

<u>COUNT</u>	<u>DATE MAILED</u>	<u>DESCRIPTION AND ADDRESSEE</u>
32	August 5, 1999	State of Hawaii Warrant No. S0010304 payable to Wes' Contracting, in the amount of \$9,640.
33	August 6, 1999	State of Hawaii Warrant No. S0010605 payable to Wes' Contracting, in the amount of \$7,990.

All in violation of Title 18, United States Code, Section 1341.

36. On or about the dates listed below, within the District of Hawaii, and elsewhere, for the purpose of carrying out the scheme and artifice to defraud, defendant DENNIS HIROKAWA did knowingly cause to be delivered to the United States Postal Service the mail matter described below, to be placed in a post office or an authorized depository for mail matter to be sent and delivered by the United States Postal Service:

<u>COUNT</u>	<u>DATE MAILED</u>	<u>DESCRIPTION AND ADDRESSEE</u>
34	August 5, 1999	State of Hawaii Warrant No. S0010446 payable to MF Masnory, in the amount of \$14,475.
35	August 10, 1999	State of Hawaii Warrant No. S0011874 payable to MF Masonry in the amount of \$9,395.
36	August 6, 1999	State of Hawaii Warrant No. S0010836 payable to MF Masonry, in the amount of \$8,745.
37	August 2, 1999	State of Hawaii Warrant No. S0009285 payable to Argent Construction in the amount of \$9,679.

<u>COUNT</u>	<u>DATE MAILED</u>	<u>DESCRIPTION AND ADDRESSEE</u>
38	August 9, 1999	State of Hawaii Warrant No. S0011396 payable to Argent Construction, in the amount of \$9,289.
39	August 6, 1999	State of Hawaii Warrant No. S0010960 payable to Argent Construction, in the amount of \$8,849.
40	August 6, 1999	State of Hawaii Warrant No. S0010834 payable to KenLee, LLC in the amount of \$5,500.
41	August 6, 1999	State of Hawaii Warrant No. S0010969 payable to KenLee, LLC, in the amount of \$7,900.
42	August 5, 1999	State of Hawaii Warrant No. S0010295 payable to Gothic Builders, in the amount of \$7,950.
43	August 2, 1999	State of Hawaii Warrant No. S0009290 payable to Gothic Builders, in the amount of \$9,670.
44	August 4, 1999	State of Hawaii Warrant No. S0010081 payable to Wes' Contracting, in the amount of \$8,860.
45	August 5, 1999	State of Hawaii Warrant No. S0010304 payable to Wes' Contracting, in the amount of \$9,640.
46	August 6, 1999	State of Hawaii Warrant No. S0010605 payable to Wes' Contracting, in the amount of \$7,990.
47	August 2, 1999	State of Hawaii Warrant No. S0009291 payable to Hammer Jammers, in the amount of \$8,665.
48	July 30, 1999	State of Hawaii Warrant No. S0008287 payable to Hammer Jammers, in the amount of \$9,445.
49	August 5, 1999	State of Hawaii Warrant No. S0010296 payable to Hammer Jammers, in the amount of \$8,365.

All in violation of Title 18, United States Code, Section 1341.

SENTENCING ALLEGATIONS

37. With respect to Count 1 through 49 of the Superseding Indictment, the loss exceeded \$2.5 million.

38. With respect to each count of the Superseding Indictment with which they are charged:

a. Defendants HIROKAWA and OKADA each were leaders and organizers of criminal activity that involved five or more participants or was otherwise extensive;

b. Defendant FURUKAWA was a manager and supervisor, and the criminal activity involved five or more participants or was otherwise extensive.

39. With respect to each count of the Superseding Indictment with which they are charged, Defendants HIROKAWA and OKADA each abused their positions of public trust in a manner that significantly facilitated the commission or concealment of the offense.

40. With respect to Count 1 of the Superseding Indictment, defendants FURUKAWA, UEMURA, HIROKAWA, and OKADA willfully obstructed or impeded, or attempted to obstruct or impede, the administration of justice through the course of the investigation or prosecution, and such conduct related to Count 1

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of this Superseding Indictment.


DATED: July 28, 2004, at Honolulu, Hawaii.

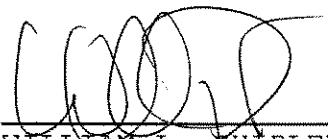
A TRUE BILL

151

FOREPERSON, GRAND JURY

EDWARD H. KUBO, JR.
United States Attorney
District of Hawaii


J. MICHAEL SEABRIGHT
Assistant U.S. Attorney


WILLIAM L. SHIPLEY
Assistant U.S. Attorney

United States v. Furukawa and Uemura; "Superseding Indictment"